UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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DAVID NORKIN

Plaintiff, Index No. 05 Civ. 9137(DC)

-against-

DLA PIPER RUDNICK GRAY CARY LLP,

Defendant.

---x

EXHIBIT 6 TO DECLARATION OF JEAN LEWIS IN SUPPORT OF DEFENDANT'S MOTION TO TRANSFER TO CONNECTICUT

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION

In re:	Chapter 11
BRITESTARR HOMES, INC.,	Case No.: 02-50811(AHWS)
Debtor.	
BRITESTARR HOMES, INC.	Adv. Pro. No.: ______________
Plaintiff,	(JURY TRIAL DEMANDED)
v.	
PIPER RUDNICK LLP	03 507? AHWS
Defendant.	

COMPLAINT

Britestarr Homes, Inc. ("Britestarr" or the "Debtor") the above-captioned Debtor and Debtor-in-possession, by and through its attorneys, Caddell & Chapman, as special counsel to the Debtor, and Ivey, Barnum & O'Mara, LLC, as counsel to the Debtor, hereby make this complaint against Piper Rudnick, LLP ("Piper"), and states as follows:

I. NATURE OF THE ACTION

1. Britestarr brings this action pursuant to Rule 7001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Sections 542 and 544 of Title 11 of the United States Code

(the "Bankruptcy Code") and applicable state law, to recover damages arising from the improper acts of Norkin and Piper in their respective roles as Britestarr's management and legal counsel which resulted in the loss of a significant business opportunity to the Debtor to build and operate a power plant in New York City.

2. As more fully set forth herein, the acts of Norkin along with Piper's assistance and counsel cost Britestarr to loose a tremendous business opportunity worth potentially hundreds of millions of dollars, and forced Britestarr into financial disarray and eventual bankruptcy.

II. JURISDICTION

3. This adversary proceeding arises in and relates to the above captioned chapter 11 case of Britestarr now pending in this district. The Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. § 1334, and 11 U.S.C. §§ 542 and 544.

4. This complaint alleges both core and non core causes of action under 28 U.S.C. § 157(b)(2)(A),(B),(C),(F),(H), (E), and/or (O). Britestarr consents to bankruptcy court jurisdiction for core causes of action to the extent that it does not interfere with Britestarr's rights to trial by jury.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1409.

III. PARTIES

6. Britestarr is a corporation with its principal place of business in Greenwich, Connecticut. Britestarr is the debtor in the above-captioned Chapter 11 bankruptcy proceeding pending in the United States Bankruptcy for the District of Connecticut (the "Bankruptcy Court").

7. Upon information and belief, Piper is a limited liability partnership with offices in, *inter alia*, New York, New York; Baltimore, Maryland; Chicago, Illinois; and, San Francisco, California.

8. Piper filed the above-captioned bankruptcy for Britestarr. Piper claims to be a creditor of Britestarr and has filed a proof of claim in the Bankruptcy Court.

9. Upon information and belief, Norkin is an individual with a domicile in Westchester County, New York. Norkin is a debtor in a Chapter 7 bankruptcy case, Bank. No. 97-50043, pending in the Bankruptcy Court since January, 1997 (the "Norkin Bankruptcy"). From its formation in May 1986 until June 2002, Norkin was the president of Britestarr.

10. ABB Equity Ventures Inc., formerly ABB Energy Ventures Inc. ("ABB") was launched in 1989 to capitalize on the emerging independent power producing market. To date, ABB has participated in thirty (30) such ventures and has built power plants in Europe, North America, Australia, Asia, Africa and South America.

11. Upon information and belief, Oak Point Associates is a company which was formed and owned by Norkin and a member of the Gambino family.

IV. BACKGROUND

A. Britestarr is Formed to Purchase the Oak Point Site.

12. On or about May 13, 1986, Britestarr was incorporated as a Subchapter S corporation under the laws of the State of New York, purportedly to construct a factory in the Bronx, NY to build modular housing, and to sell that housing to developers in the New York metropolitan area.

13. Upon its formation, all of the shares of Britestarr were issued to Friema Norkin, the former wife of Norkin. Upon information and belief, Friema Norkin is and always has been the sole owner of all of the outstanding shares of Britestarr. Upon information and belief, Piper and Norkin failed to inform Friema Norkin, the sole shareholder of Britestarr, about the actions of Piper and Norkin which affected Britestarr. At all relevant times, Norkin, although a director with a fiduciary duty to Britestarr and its shareholder, acted entirely in his own self interest, and not in the interests of Britestarr.

14. On or about September 8, 1988, Norkin obtained a loan from Lloyds Bank, PLC ("Lloyds") in the amount of $4,450,000 (the "Lloyds Loan") to finance the purchase of approximately twenty eight (28) acres of real property located at 400 Oak Point Avenue in the Bronx, New York (the "Oak Point Site"). The Lloyds Loan was secured by a mortgage on the Oak Point Site, personal guarantees from Norkin and Friema Norkin, and a pledge of all of the issued and outstanding shares of Britestarr ("the Pledge"). Pursuant to the loan terms, Lloyds retained physical possession of the share certificates.

15. Thereafter, on or about September 8, 1988, Britestarr purchased the Oak Point Site from Consolidated Rail Corporation for $3,167,100. As part of the purchase agreement, Britestarr agreed to subdivide the Oak Point Site so that the City of New York could establish a separate tax lot and block for the Oak Point Site.

1. Norkin Runs an Illegal Dumping Operation on the Oak Point Site.

16. Norkin never allowed Britestarr to pursue its business plan. Rather than construct a factory for the production of modular housing, Norkin, through his affiliated entity Oak Point Associates, began operating an improper construction and demolition recycling plant on the Oak Point Site. However, following an investigation of the site and operation, the New York State Department of Sanitation (the "Department of Sanitation") issued an order compelling Oak Point Associates to cease its operations at the Oak Point Site.

17. Following an investigation of the site and operation, the New York State Department of Sanitation (the "Department of Sanitation") issued an order compelling Oak Point Associates to cease its operations at the Oak Point Associates.

18. Thereafter, on or about August 18, 1989, the Department of Sanitation informed Britestarr that 122,000 cubic yards of unprocessed construction and demolition material had been illegally dumped at the Oak Point Site by the Norkin affiliate Oak Point Associates.

19. In October 1989, the State of New York followed by ordering the processing and placement of construction and demolition material on the Oak Point Site to cease, and commenced actions against Norkin and others.

20. Following the cessation of illegal dumping at the Oak Point Site, Britestarr was unable to generate income and thereafter defaulted on the Lloyd's Loan.

2. Norkin Is Named A Defendant in a Federal Criminal Action and Pleads Guilty to Bankruptcy Fraud

21. In December 1990, after making token payments to Lloyds, Norkin attempted unsuccessfully to refinance the Lloyds Loan or to induce Lloyds to represent to third parties that Britestarr was not in default under the Lloyds Loan.

22. However, despite Lloyds' refusal to cooperate, Norkin attempted to induce various lending institutions to provide him with money based on misrepresentations about the Oak Point Site and his personal financial condition.

23. In June 1993, Norkin entered into a cooperation agreement with the City of New York in which he admitted making those misstatements to lending institutions about the Oak Point Site.

24. Upon information and belief, in or about October 1993, Norkin was indicted by the United States Attorney for the Southern District of New York in connection with certain criminal acts. The criminal action against Norkin was captioned *United States v. Norkin*, 93 Cr. 837 (LAP).

25. On November 3, 1993, Norkin pleaded guilty to felony counts of bankruptcy fraud and conspiracy to bribe a federal judge in the action *United States v. Norkin*.

3. Norkin's Illegal Dumping Results in Environmental Liability to Britestarr

26. On or about March 4, 1995, the New York State Department of Environmental Conservation (the "DEC") levied a $50,000 fine for illegal dumping against Norkin and Oak Point Associates, as well as Britestarr, the entity that owned the land where Norkin conducted his illegal dumping activities.

4. The Galea & Kruse Mortgage Results in More Debt for Britestarr and Additional Defaults by Norkin and Britestarr.

27. Despite the DEC compliance orders, Norkin continued to use the Britestarr property and Britestarr's assets as his own personal "piggy bank," with no regard for the interests of Britestarr.

28. On February 15, 1995 and again on August 11, 1995, Norkin borrowed $553,700 from Craig W. Galea and Mark C. Kruse (the "Galea & Kruse Loan"). Although the money was used to forestall the foreclosure of Norkin's personal residence and Britestarr received no benefit from the loan proceeds, Norkin caused Britestarr to grant mortgages on the Oak Point Site to secure the Galea & Kruse Loan.

29. Following his failure to convince financial institutions to lend him more money, Norkin turned to other sources of capital. On February 15, 1995 and again on August 11, 1995, Norkin caused Britestarr to enter into mortgages on the Oak Point Site with Craig W. Galea and Mark C. Kruse (the "Galea & Kruse Loan") for the total principal amount of $553,700.00.

30. Upon information and belief, the entire Galea & Kruse Loan was converted by Norkin for his personal use and no capital was infused into Britestarr to address the ailing company's array of needs including the delinquent Lloyds Loan, the outstanding DEC penalty or general development of the Oak Point Site.

31. After Norkin and Piper caused Britestarr to default on the Galea & Kruse Loan, on November 1, 1996, Galea & Kruse commenced a foreclosure action against Britestarr and Norkin in the Supreme Court of the State of New York (the "Foreclosure Action").

32. On January 9, 1997, Norkin filed for personal bankruptcy protection under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Connecticut.

33. On December 27, 2000, a judgment was entered in the Foreclosure Action against Britestarr and Norkin in favor of Galea & Kruse. The judgment established a debt of $1,243,101 secured by the Oak Point Site and directed the foreclosure sale of the Oak Point Site.

B. ABB Attempts to Purchase the Oak Point Site for Construction of a Power Plant.

34. Given the considerable energy needs of the New York metropolitan area and the relatively dated power generation facilities servicing the area, ABB sought to develop an environmentally friendly and highly efficient energy generating facility in New York to be fueled by clean-burning natural gas. The facility would improve the air quality in the City of New York by displacing the generation and emissions of older and higher-polluting power plants and reduce the cost of electricity in the area.

35. The critical first step in developing such a facility was to secure suitable land on which to build the plant. According to ABB experts with considerable experience developing power plants, the Oak Point Site was determined to be an ideal location for construction of a new power generating facility to serve New York City.

36. Located just across the East River from Manhattan, in a well established industrial park area, the Oak Point Site offered the unique combination of factors required for building a power plant which were not available anywhere else near Manhattan. Specifically, the Oak Point Site consisted of twenty eight (28) acres of flat, undeveloped property accessible by existing rail lines

and a deep water port. This combination of size and accessibility by rail and by water are crucial requirements for power plants. Moreover, there are few if any other available sites with similar attributes.

37. Certain that the Oak Point Site was an ideal site on which to build a power plant, ABB approached Britestarr and commenced negotiations to purchase the property from Britestarr.

38. The parties negotiated and entered into an option agreement (the "Option Agreement"), dated December 31, 1998, by which Britestarr granted ABB the exclusive option to purchase the Oak Point Site until December 31, 2001. In exchange for this exclusive option to purchase the Oak Point Site, ABB agreed to make a series of payments (the "Option Payments") to Britestarr totaling $1,440,000 plus $20,000 for legal expenses (A true and correct copy of the Option Agreement is attached hereto as Exhibit "A").

39. Pursuant to its terms, the Option Agreement would thereafter become the sales contract and would entitle Britestarr to payments of approximately $225,000,000.00 over thirty (30) years.

40. Pursuant to the Option Agreement, Britestarr had two fundamental obligations: (i) it could not convey or permit the involuntary conveyance of the Property during the option period and (ii) if and when ABB exercised its option, Britestarr had to promptly deliver title to the Property free and clear of liens and encumbrances.

41. Upon information and belief, Piper was retained to render counsel with respect to the sale of the Oak Point Site to ABB.

42. On February 28, 2000, Piper opened a client trust account with Citibank (the "Britestarr Trust Account") purportedly for the benefit of Britestarr. The initial deposit into the Britestarr Trust Account was $240,000, which consisted of option payments made to Britestarr pursuant to the Option Agreement.

43. Thereafter, Piper continued to receive payments from ABB pursuant to the Option Agreement and on behalf of Britestarr, which, upon information and belief, were deposited into the Britestarr Trust Account.

44. Between February 1, 1999 and August 22, 2001, ABB paid $1,460,000 to Britestarr pursuant to the Option Agreement.

45. Upon information and belief, of the $1,460,000 in Option Payments made to Britestarr, Piper received and deposited $1,080,000.00 of such payments into the Britestarr Trust Account, all of which Piper subsequently disbursed to Norkin, as detailed below, without seeking or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

1. Britestarr's Ownership and Ability to Convey the Oak Point Site is Called into Question.

46. In August 1999, a number of articles appeared in the New York print media concerning Norkin, Britestarr and the Oak Point Site. Among other things, it was widely reported that Norkin and Britestarr had extensive contacts with the Gambino organized crime family and that Norkin had operated "New York's largest illegal dumping ground" on Britestarr's Oak Point Site in partnership with members of the Gambino family.

47. According to the reports, and upon information and belief, Norkin was a known associate and confidante of John Gotti, Jr. It was also reported that John Gotti, Jr. was frequently spotted at the Oak Point Site by New York City sanitation police officers who were investigating illegal activities at the Oak Point Site.

48. The reports also detailed Norkin's extensive history of being involved in illegal and highly questionable commercial transactions, including his guilty plea to bankruptcy fraud and conspiracy to bribe a federal judge. It was also reported that Norkin had a "myriad of financial troubles," including legal judgments, tax liens, and numerous bankruptcy filings.

49. Finally, it also was widely reported that while Norkin was running an illegal dump at Britestarr's Oak Point Site that he had collected millions of dollars in fees, but that these funds had "disappeared".

50. Following these disclosures, ABB began an extensive investigation into Britestarr's ability to comply with its obligations under the Option Agreement. ABB's investigation uncovered a number of previously undisclosed threats to Britestarr's ability to convey the Oak Point Site as required under the Option Agreement. These included the following: threats of foreclosure by a third party against the Oak Point Site, threats from pending tax liens against the property, and threats from Norkin's bankruptcy creditors resulting from Norkin's improper conversion of property of his bankruptcy estate, and not disclosing in his monthly bankruptcy reports money that Piper was giving him.

51. As its investigation continued, ABB also came to learn an even more alarming fact: contrary to his express representations to ABB (as set forth in the Option Agreement), Norkin was not and never had been the owner of the shares of Britestarr, and therefore might not have the authority to convey the Oak Point Site to ABB. Indeed, the very ability of Britestarr to consummate the Option Agreement was called into question.

52. In the face of these threats, and with mounting concerns about Britestarr's ability to perform its fundamental obligations, ABB became convinced that it simply could not go forward with the power plant project unless Britestarr could provide assurances to ABB that could convey title to the Oak Point Site.

2. Piper and Norkin Refuse to Cooperate with ABB and Jeopardize the Option Agreement.

53. Soon after ABB began its investigation of Britestarr and Norkin, ABB contacted both Piper and Norkin to obtain copies of various corporate and financial documents relating to Britestarr's corporate structure and its ownership of the Oak Point Site. Of particular interest were the share certificates. These requests were made orally as an initial matter, and in writing in or about November 2000.

54. Piper and Norkin prevented Britestarr from complying with ABB's requests, and compelled Britestarr to refuse to produce any of the requested documents, responding that ABB did not "need" any of these documents.

55. Thereafter, and as a consequence of Piper and Norkin's refusal to comply with its requests, ABB exercised its rights under New York law to seek reasonable assurances from Britestarr of its

ability to perform its obligations under the Option Agreement. Specifically, ABB sought assurances in the form of forbearance agreements to be entered into by Britestarr with each of its major creditor groups pursuant to which such creditors would suspend any action which might interfere with Britestarr's ability to convey title to the Oak Point Site to ABB in accordance with the Option Agreement.

56. However, rather than cooperate, by letter dated December 2, 2000, Piper and Norkin again caused Britestarr to decline to provide adequate assurances to ABB, and Piper and Norkin caused Britestarr to demand that ABB fully comply with all of its obligations under the Option Agreement.

57. Instead of complying with Britestarr's obligations to ABB pursuant to the Option Agreement and putting Britestarr on the road to earning hundreds of millions of dollars, Piper and Norkin took ABB's option payments for Norkin's own personal use and did nothing to encourage, much less facilitate, ABB's exercise of the option to purchase the Oak Point Site.

58. Thereafter, based on Norkin and Piper's deliberate stonewalling of ABB's attempts to develop the Oak Point Site and their refusal to provide the necessary assurance, and documentation to ABB, ABB ceased permitting the project in October of 2000.

59. Nevertheless, ABB subsequently paid Britestarr the full amount of the outstanding Option Payments, and took various additional steps to protect the property and its interests.

60. After months of negotiation, ABB persuaded Galea and Kruse to enter into an agreement, dated February 21, 2001, to forbear from foreclosing on the Oak Point Site. ABB paid Galea and Kruse a total of $275,000 in consideration of such forbearance.

3. ABB Sues Britestarr for Adequate Assurances.

61. In light of Piper and Norkin's actions to prevent Britestarr from providing ABB with the assurances it needed to continue permitting the property, on March 13, 2001, ABB commenced an action against Britestarr seeking adequate assurances of Britestarr's ability to perform under the Option Agreement, and seeking additional time to complete its investigation of the Oak Point Site, claiming that it was prevented from completing its investigation within the option period. Norkin and Piper caused Britestarr to continue to vigorously contest ABB's right to seek adequate assurance.

62. ABB sought protection of its rights under the Option Agreement, and on March 13, 2001, the Supreme Court of the State of New York entered a temporary restraining order (the "TRO") prohibiting Britestarr from marketing the Oak Point Site to any party other than ABB.

4. Piper and Norkin Violate the TRO by Marketing the Oak Point Site to Other Parties While Continuing to Accept Option Payments From ABB.

63. Piper and Norkin caused Britestarr to violate the TRO and the Option Agreement by executing on or about March 14, 2001, a confidential sales agreement of the Oak Point Site to Mirant, an energy supply company that produces and sells electricity in North America.

64. On March 14, 2001, again in violation of the TRO, Piper and Norkin met with Mirant, purportedly on Britestarr's behalf, to negotiate an agreement for Mirant's purchase of the Oak Point Site.

65. Piper and Norkin continued to secretly offer the Oak Point Site to Mirant throughout 2001, while at the same time allowing ABB to make forbearance payments to Galea and Kruse and while

accepting ABB's option payments which were distributed in full to Norkin through the Britestarr Trust Account for his personal use, all to Britestarr's detriment.

66. Finally, faced with Piper and Norkin's treachery and unwillingness to cooperate and compounded by their putting Britestarr into bankruptcy, ABB was forced to retire from its pursuit of the Oak Point Site, and the deal was permanently lost.

C. Piper Assists Norkin in Converting Britestarr Funds for His Personal Use.

67. At all times since its inception in 1986 Friema Norkin was the sole shareholder of Britestarr. While Norkin held the title of president of Britestarr, whose assets he used solely for his own personal benefit and to the detriment of Britestarr, he had no ownership interest in the company or in the Oak Point Site.

68. Despite their knowledge of these facts, Piper continuously released money from the Britestarr Trust Account to Norkin, for his personal use, upon Norkin's personal request and without any corporate authorization from Britestarr or from Friema Norkin.

69. On January 7, 2000, Norkin entered into a $1.8 million contract to purchase approximately one hundred and fifty (150) acres of real estate in North Salem, New York (the "North Salem Property") from Sacred Heart University. On March 16, 2000, at Norkin's request, Piper authorized a transfer of $25,000 from the Britestarr Trust Account to Sacred Heart University, Inc. as a deposit on the North Salem Property.

70. At Norkin's request funds totaling $45,000 were also sent from the Britestarr Trust Account to attorneys Mark Schwarz and to Wayne Effron, whose retention had not been approved

the bankruptcy court. Piper did not request or receive corporate authorization to release such funds from the Britestarr Trust Account from Britestarr or from Friema Norkin.

71. On March 29, 2000, Piper authorized a $10,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

72. On May 10, 2000, Piper authorized a $6,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

73. On May 10, 2000, Piper authorized a $15,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

74. On May 19, 2000, Piper authorized a $10,000 wire transfer from the Britestarr Trust Account to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

75. On May 30, 2000, Piper authorized a $10,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

76. On June 8, 2000, Piper authorized a $12,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

77. On June 21, 2000, Piper authorized a $6,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

78. On June 30, 2000, Piper authorized a $5,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

79. On August 2, 2000, Piper authorized a $15,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

80. On August 10, 2000, Piper authorized a $15,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

81. On August 22, 2000, Piper authorized a $15,000 wire transfer to Norkin's bank account from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

82. On September 7, 2000, Piper authorized a $9,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

83. On September 25, 2000, Piper authorized a $15,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

84. On October 5, 2000, Piper authorized a $25,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

85. On October 16, 2000, Piper authorized a $35,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

86. On October 26, 2000, Piper authorized a $8,500 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

87. On November 22, 2000, Piper authorized a $10,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

88. On December 11, 2000, Piper authorized a $15,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

89. On December 27, 2000, Piper authorized a $20,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

90. On January 16, 2001, Piper authorized a $10,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

91. On January 26, 2001, Piper authorized a $15,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

92. On February 7, 2001, Piper authorized a $20,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

93. On February 14, 2001, Piper authorized a $10,000 wire transfer to Norkin's bank account from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

94. On March 9, 2001, Piper authorized a $12,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

95. On March 22, 2001, Piper authorized a $10,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

96. On April 10, 2001, Piper authorized a $13,500 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

97. On April 19, 2001, Piper authorized a $7,500 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

98. On May 8, 2001, Piper authorized a $13,500 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

99. On June 26, 2001, Piper authorized a $19,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

100. On June 29, 2001, Piper authorized a $5,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

101. On June 29, 2001, Piper authorized a $21,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

102. On June 29, 2001, Piper authorized a $1,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

103. On July 13, 2001, Piper authorized a $50,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

104. On July 19, 2001, Piper authorized a $12,000 wire transfer to Norkin's bank account from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

105. On August 9, 2001, Piper authorized a $65,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

106. On August 13, 2001, Piper authorized a $10,000 wire transfer to Norkin's, for his personal use, bank account from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

107. On August 30, 2001, Piper authorized a $15,000 wire transfer to Norkin's, for his personal use, bank account from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

108. On September 10, 2001, Piper authorized a $14,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

109. On September 26, 2001, Piper authorized a $15,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

110. On October 5, 2001, Piper authorized a $10,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

111. On October 5, 2001, Piper authorized a $7,500 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

112. On October 16, 2001, Piper authorized a $7,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

113. On October 16, 2001, Piper authorized a $3,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

114. On November 8, 2001, Piper authorized a $14,000 wire transfer to Norkin's bank account, for his personal use. The transfer was requested by Langlois from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

115. On November 30, 2001, Piper authorized a $17,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

116. On November 30, 2001, Piper authorized a $15,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

117. On December 18, 2001, Piper authorized a $5,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

118. On January 10, 2002, Piper authorized a $15,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

119. On January 10, 2002, Piper authorized a $1,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

120. On January 16, 2002, Piper wired $50,000 to Zeisler & Zeisler, P.C. from the Britestarr Trust Account, again, without, requesting or receiving corporate authorization to do so from Britestarr or Friema Norkin. Upon information and belief, the funds wired to Zeisler & Zeisler were sent tin an attempt to replace a portion of a court ordered escrow (the "Court Ordered Escrow") created in the Norkin Bankruptcy when it was discovered that Norkin had previously taken all the money from the Court Ordered Escrow, without Bankruptcy Court Approval.

121. On January 28, 2002, Piper authorized a $50,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

122. On February 4, 2002, Piper authorized a $52,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

123. On February 8, 2002, Piper authorized a $14,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

124. On February 21, 2002, Piper authorized a $52,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

125. On March 3, 2002, Piper authorized a $33,000 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

126. On March 21, 2002, Piper authorized a $24,146.95 wire transfer to Norkin's bank account, for his personal use, from the Britestarr Trust Account, without requesting or receiving corporate authorization to do so from Britestarr or from Friema Norkin.

127. At no time did Piper seek or receive proper authorization from Britestarr to make any such distributions to Norkin personally from the Britestarr Trust Account. Rather, upon information and belief, Piper improperly exercised dominion and control over the Britestarr Trust Account in disregard of its duties to Britestarr.

128. By March 2002, having depleted the Britestarr Trust Account of the entire sum in option payments made by ABB in accordance with its obligations under the Option Agreement, Norkin had utilized all of Britestarr's cash for his own personal expenses with the cooperation, consent and participation of Piper.

D. Britestarr Files Bankruptcy and the Norkin Bankruptcy Case is Converted to A Chapter 7 Case.

129. On March 22, 2002, the Internal Revenue Service (the "IRS") moved to dismiss the Norkin bankruptcy case, or, in the alternative, to convert the Norkin bankruptcy case to Chapter 7. The bankruptcy was converted on May 23, 2002.

130. On May 20, 2002, Britestarr filed a petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York. Based on the bankruptcy schedules prepared by Piper and signed by Norkin, Britestarr had no cash and no bank accounts. Additionally, Britestarr's statement of financial affairs, as prepared by Piper, falsely stated that in the one year preceding the filing of Britestarr's bankruptcy petition, Britestarr had paid Norkin a total of $300,000. Piper and Norkin made that representation despite Piper itself having authorized wire transfers from the Britestarr Trust Account to Norkin in the amount of $546,646.95, between June 26, 2001 and March 21, 2002.

1. Norkin is Removed as President of Britestarr.

131. On June 18, 2002, Friema Norkin and Ronald I. Chorches, the trustee appointed to oversee the Norkin estate (the "Trustee"), resolved to remove Norkin as a director of Britestarr and removed him as president. Steven Smith ("Smith") was then appointed as the sole director and president of Britestarr.

2. Piper Demonstrates Loyalty to Norkin.

132. That same day, Smith ordered Piper to consent to the transfer of Britestarr's bankruptcy case from the Southern District of New York to the Bankruptcy Court. Despite this directive from

the president of its client, Piper opposed the transfer at Norkin's request. Smith also directed Piper to turn over its Britestarr's books and records, but Piper refused to do so. In doing so, Piper demonstrated that its loyalty lay, as it always had, not with Britestarr, but with Norkin.

First Cause of Action

(Breach of Duty by Piper)

133. Britestarr realleges the allegations made in paragraphs 1 through 132 as if fully restated herein.

134. As counsel for Britestarr, Piper owed fiduciary duties of candor, care, loyalty, fairness (against self-dealing corporate opportunities and in transactions with itself and with others) to Britestarr and its shareholder.

135. Piper breached its fiduciary duties in at least the following ways:

a. allowing Norkin, against the interests of Britestarr, to incur and fail to pay Britestarr's debts, including, without limitation, the note and the obligation to Galea & Kruse;

b. allowing Norkin, against the interests of Britestarr, to fail to pay real estate taxes to the City of New York;

c. allowing Norkin, against the interests of Britestarr, to fail to pay sums owing to the DEC, and failing to take any action to remediate the Oak Point Site, causing Britestarr to incur liability as high as $17 million.

d. allowing and failing to take any action against Oak Point Associates for its use of the Oak Point Site in a manner causing liability to Britestarr;

e. depleting and wasting corporate assets in transferring all of Britestarr's real property to Norkin while the corporation was on the verge of bankruptcy, and unable or unwilling to pay its debts to its creditors as they became due;

f. depleting and wasting corporate assets in transferring all of Britestarr's personal property to Norkin while the corporation was on the verge of bankruptcy, and unable or unwilling to pay its debts to its creditors as they became due;

g. placing Britestarr into bankruptcy and purporting to act as the company's bankruptcy counsel at a time when Piper was hopelessly conflicted by its simultaneous representation of Norkin and its self-proclaimed creditor status, both of which make Piper not "disinterested" as required by Section 327 of the Bankruptcy Code;

h. taking actions in violation of restraining orders and preliminary injunctions issued by the Supreme Court of the State of New York; and aiding and abetting Norkin in doing the same, and

i. refusing to follow the directions of the management of Britestarr following Norkin's removal from office by the Debtor.

j. Failing to pay fines to the DEC, taxes to the City of New York, and mortgage payments to Galea & Kruse, while transferring over $1,000,000 to David Norkin, a co-obligor on Britestarr's obligations to the DEC and Galea & Kruse, thereby leaving Britestarr insolvent, and without any ability to pay its debts.

136. By engaging in the foregoing acts of misconduct, Piper breached its fiduciary duties to Britestarr, and Britestarr has suffered damages greatly in excess of the jurisdictional limits of this court, damages which include the money that was taken from Britestarr and given to Norkin for his personal use, $1,080,000.00, and the value of the lost opportunity of the sale of the Oak Point Site to ABB.

Second Cause of Action

(Aiding and Abetting Breach of Fiduciary Duties)

137. Britestarr repeats and realleges the allegations made in paragraph 1 - 132 as if fully set forth herein.

138. Piper knowingly participated in one or more breaches of fiduciary duty owed to Britestarr by its president Norkin.

139. As a consequence of the breaches of fiduciary duties and the assistance of Piper, Britestarr has suffered damages greatly in excess of the jurisdictional limits of this court, damages which include the money that was taken from Britestarr and given to Norkin for his personal use, $1,080,000.00, and the value of the lost opportunity of the sale of the Oak Point Site to ABB.

140. Piper acted willfully, maliciously, or fraudulently and so Britestarr is entitled to exemplary damages.

Third Cause of Action

(Conspiracy to Breach Fiduciary Duty by Piper)

141. Britestarr repeats and realleges the allegations set forth in paragraph 1 - 132 as if fully set forth herein.

142. Piper conspired with Norkin to facilitate one or more breaches of fiduciary duty owed to Britestarr by Norkin and Piper.

143. Piper knew the common object of the conspiracies to breach fiduciary duties owed to Britestarr and intended to take part in the conspiracies.

144. One or more of the wrongful acts to further the conspiracy were committed by one or more members of each of the conspiracies to breach fiduciary duties owed to Britestarr.

145. As a direct consequence of the acts of Norkin and Piper, Britestarr has suffered damages greatly in excess of the jurisdictional limits of this court, damages which include the money that was taken from Britestarr and given to Norkin for his personal use, $1,080,000.00, and the value of the lost opportunity of the sale of the Oak Point Site to ABB.

146. Piper acted willfully, maliciously, or fraudulently and so Britestarr is entitled to exemplary damages.

Fourth Cause of Action

(Conversion by Piper)

147. Britestarr repeats and realleges the allegations set forth in paragraph 1 - 132 as if fully set forth herein.

148. Piper assumed dominion and control over all of the personal property of Britestarr by:

a. transferring Britestarr's cash assets to or for the benefit of Norkin when (i) Norkin did not own the company (ii) Piper failed to seek and/or obtain corporate authorization from Britestarr to transfer such assets to Norkin and (iii) at a time when Norkin was a debtor to Britestarr by reason of, *inter alia*, the DEC orders, and Britestarr owed millions of dollars in real property taxes;

b. transferring Britestarr's cash assets to Norkin to use for a deposit on a purchase of real estate for his personal use;

c. transferring money to Zeisler & Zeisler to refund the Court Ordered Escrow and conceal Norkin's illegal use of same; and

d. transferring money to Norkin so that he could purchase two vehicles for his personal use even after his loss of any interest in Britestarr as a shareholder, officer, director, or employee.

149. Piper's exercise of dominion and control over property of Britestarr was unauthorized, unlawful, or inconsistent with or to the exclusion of the rights of Britestarr.

150. As a direct consequence of Piper's conversion, Britestarr has suffered damages greatly in excess of the jurisdictional limits of this court, damages which include the money that was taken from Britestarr and given to Norkin for his personal use, $1,080,000.00, and the value of the lost opportunity of the sale of the Oak Point Site to ABB.

151. Piper acted wantonly or with malice and so Britestarr is entitled to exemplary damages.

Fifth Cause of Action

(Aiding and Abetting Conversion by Piper)

152. Britestarr repeats and realleges the allegations set forth in paragraph 1 - 132 as if fully set forth herein.

153. Piper participated knowingly in one or more of the conversions alleged in the previous Count.

154. As a consequence of the conversion(s) and the assistance of Piper, Britestarr has suffered damages greatly in excess of the jurisdictional limits of this court, damages which include the money that was taken from Britestarr and given to Norkin for his personal use, $1,080,000.00, and the value of the lost opportunity of the sale of the Oak Point Site to ABB.

155. Piper acted willfully, maliciously, or fraudulently, and so Britestarr is entitled to exemplary damages.

Sixth Cause of Action

(Conspiracy to Convert Property By Piper)

156. Britestarr repeats and realleges the allegations set forth in paragraph 1 - 132 as if fully set forth herein.

157. Norkin and Piper conspired to facilitate one or more of the conversions alleged in the Fourth Cause of Action.

158. Norkin and Piper each knew that the common object of the conspiracies was to convert property and each intended to take part in the conspiracies.

159. One or more wrongful acts to further the conspiracy were committed by one or more members of the conspiracy or conspiracies to convert property.

160. As a direct result of the conversions and the actions and assistance of Norkin and Piper, Britestarr has suffered damages greatly in excess of the jurisdictional limits of this court, damages which include the money that was taken from Britestarr and given to Norkin for his personal use, $1,080,000.00, and the value of the lost opportunity of the sale of the Oak Point Site to ABB.

161. Piper acted willfully, fraudulently, or maliciously, and so Britestarr is entitled to exemplary damages.

Seventh Cause of Action

(Professional Malpractice/Negligence by Piper)

162. Britestarr repeats and realleges the allegations set forth in paragraph 1 - 132 as if fully set forth herein.

163. Piper, in its capacity as Britestarr's attorneys, failed to exercise the reasonable and ordinary care of similarly situated professionals in preparing documents for, transacting business for, and providing advice to Britestarr. Piper's standard of care in its representation of Britestarr filed to meet the applicable professional standard of care in at least the following ways:

a. It participated in, allowed, and promoted the wasting of $1,125,000.00, Britestarr's only cash assets, by turning over said $1,125.000.00 to Norkin for his personal use, without having sought and/or received corporate authorization to do so, and knowing that Norkin was using such cash assets for personal use;

b. It failed and refused to follow the instructions of Britestarr's newly appointed president and argued for orders of the United States Bankruptcy Court of the District of Connecticut that were directly contrary to the position of Britestarr;

c. It abandoned its representation of Britestarr after having agreed to represent Britestarr in its bankruptcy proceedings, leaving Britestarr without representation, and without ever providing notice to Britestarr or the bankruptcy court that it would no longer represent Britestarr, only to then object to Britestarr's repeated requests for that information;

d. It repeatedly failed and refused to provide its client Britestarr with information related to Piper's efforts to sell the assets of Britestarr despite Britestarr's repeated requests for that information;

e. Despite demand, it failed to produce all of the documents in its possession related to its representation of Britestarr to its client, Britestarr, or its counsel;

f. It filed false, misleading, and erroneous pleadings with the United States Bankruptcy Court for the Southern District of New York, including, without limitation, Britestarr's bankruptcy petition, schedules and statement of financial affairs, Britestarr's opposition to the transfer of the venue of the Britestarr bankruptcy case to Connecticut, and its motion for the appointment of a chapter 11 trustee; and

g. It failed to take any action against Norkin, Oak Point Associates, or any other insider of Norkin for their multiple and continuing breach of fiduciary duties to Britestarr, but instead permitted and participated in such breach of fiduciary duties to the detriment of Britestarr and the bankruptcy estate of David Norkin without advising the bankruptcy court, or any other party of Norkin's unauthorized use and dissipation of Britestarr's assets for his sole personal benefit.

h. It induced and participated in Norkin's efforts to compel Britestarr to violate the TRO and the Option Agreement.

i. It induced and participated in Norkin's efforts to prevent Britestarr from performing its obligations under the Option Agreement to Britestarr's enormous damage and detriment.

j. It induced and participated in Norkin's impoverishment and destruction of Britestarr, for Norkin's sole personal benefit.

164. Britestarr has suffered damages greatly in excess of the jurisdictional limits of this court, damages which include the money that was taken from Britestarr and given to Norkin for his personal use, $1,080,000.00, and the value of the lost opportunity of the sale of the Oak Point Site to ABB.

165. Piper acted maliciously, fraudulently, with gross negligence, or with flagrant, conscious disregard for and actual knowledge of probable harm to Britestarr, and therefore, Britestarr is entitled to exemplary damages.

Eighth Cause of Action

(Interference with Business Relations by Piper)

166. Britestarr repeats and realleges the allegations set forth in paragraph 1 - 132 as if fully set forth herein.

167. Piper willfully and with legal malice interfered with the business relations of Britestarr, including its rights to lawful management and proper corporate governance.

168. Piper's acts of interference were intentional and without just cause or excuse, and Britestarr has suffered damages greatly in excess of the jurisdictional limits of this court, damages which include the money that was taken from Britestarr and given to Norkin for his personal use, $1,080,000.00, and the value of the lost opportunity of the sale of the Oak Point Site to ABB.

169. Piper acted with actual malice, fraudulently, or with other aggravating circumstances and, therefore, Britestarr and its shareholder(s) are entitled to exemplary damages.

RELIEF REQUESTED

WHEREFORE, the Debtor prays that judgment be entered in its favor as follows:

(a) On the First, Second and Third Causes of Action, declaring that defendant Piper breached its fiduciary obligations, aided and abetted such breach of fiduciary duty and/or conspired with Norkin to breach its fiduciary duty to Britestarr as alleged herein and that Britestarr was damaged thereby, and awarding to the Debtor actual and compensatory damages in an amount to be determined at trial but in any event in an amount not less than the money that was taken from Britestarr and given to Norkin for his personal use, $1,080,000.00, and the value of the lost opportunity of the sale of the Oak Point Site to ABB;

(b) On the Fourth, Fifth and Sixth Causes of Action, declaring that Piper converted, aided and abetted in the conversion of, or conspired to covert the assets of Britestarr for its own benefit and/or for the benefit of Norkin and awarding to the Debtor actual and compensatory damages in an amount to be determined at trial but in any event in an amount not less than the money that was taken from Britestarr and given to Norkin for his personal use, $1,080,000.00, and the value of the lost opportunity of the sale of the Oak Point Site to ABB;

(c) On the Seventh Cause of Action, declaring that Piper was professionally negligent in rendering services to Britestarr and committed professional malpractice in rendering such services to Britestarr and that Britestarr was damaged thereby, and awarding Britestarr actual and compensatory damages in an amount to be determined at trial but in an event in an amount not less than the money that was taken from Britestarr and given to Norkin for his personal use, $1,080,000.00, and the value of the lost opportunity of the sale of the Oak Point Site to ABB;

(d) On the Eighth Cause of Action, declaring that defendant Piper willfully and with malice interfered with the business relations of Britestarr, including its rights to lawful management and proper corporate governance and that Britestarr was damaged thereby, and awarding Britestarr actual and compensatory damages in an amount to be determined at trial but in any event in an amount not less than the money that was taken from Britestarr and given to Norkin for his personal use, $1,080,000.00, and the value of the lost opportunity of the sale of the Oak Point Site to ABB;

(e) Awarding the Debtor costs of suit, including reasonable attorneys' fees and interest; and

(f) Granting such other and further relief to which Britestarr may be entitled as a matter of law and/or equity.

Dated: July 31st, 2003
Greenwich, Connecticut

Respectfully submitted,

BRITESTARR HOMES, INC.,
Debtor in Possession

By: ________________________________

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and

By: ________________________________

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E-Mail: mc@caddellchapman.com

Dated: July ___, 2003
Greenwich, Connecticut

Respectfully submitted,

BRITESTARR HOMES, INC.,
Debtor in Possession

By:________________________________

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and

By: Michael Caddell

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Exhibit A

OPTION AGREEMENT

THIS AGREEMENT made as of this 31 st day of December, 1998 by and between BRITESTARR HOMES, INC., a New York corporation having an address c/o Smith, Buss & Jacobs, LLP, 750 Lexington Avenue, New York, New York 10022 (hereinafter called "BHI" or "Seller"); and ABB ENERGY VENTURES INC., a New Jersey corporation having an address at 202 Carnegie Center, Suite 100, Princeton, New Jersey 08540 (hereinafter called "Purchaser").

WITNESSETH:

For and in consideration of sum of One Million Four Hundred Thousand ($1,400,000.00) Dollars (referred to herein as the "Option Deposit(s)"), together with other good and valuable consideration, the receipt of which is hereby acknowledged and in further consideration, of the mutual covenants hereinafter set forth, Seller does hereby grant, bargain and sell to Purchaser the exclusive option (the "Option") to purchase all that certain plot, piece or parcel of land with the improvements thereon, if any, comprising approximately 28 acres of land, situate in the County of Bronx and State of New York, as more particularly described in metes and bounds on Exhibit "A" and on Exhibit "B" both attached hereto and made a part hereof (the "Premises"). The Premises shall include all the right, title and interest, if any, of Seller in and to all appurtenances thereunto belonging, including but not limited to all appurtenant easements and strips and gores of land adjoining the Premises on all sides thereof and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining the Premises to the center line thereof, and Seller shall execute and deliver to Purchaser on the closing of title, or thereafter on request, all proper instruments for the conveyance of such title.

1. (a) Unless extended, accelerated or terminated as hereinafter provided, the Option shall expire on the third anniversary of the date of this Agreement (the "Option Period") and shall be exercisable at any time upon 90 days' notice (the "Option Notice") by Purchaser to Seller.

(b) Purchaser shall pay to Seller Option Deposits on or prior to the times and in the amounts indicated below, calculated at the rate of $30,000.00 per month for the first 12-month period, $40,000.00 per month for the second 12-month period, and $50,000.00 per month for remaining 12-month period payable in semi-annual installments in advance as follows:

Date	Amount
January 4, 1999	$ 30,000.00
February 15, 1999	150,000.00
June 1, 1999	180,000.00

December 1, 1999	240,000.00
June 1, 2000	240,000.00
December 1, 2000	300,000.00
June 1, 2001	300,000.00
Total:	$1,440,000.00

2. If Purchaser exercises the Option in accordance with the requirements of this Agreement and the provisions set forth herein, this Agreement shall, without the necessity of execution of a further instrument, become and constitute the contract of sale between Seller and Purchaser, provided, each party shall, upon request of the other, execute and deliver such documents, instruments and other papers, without cost, as may be necessary or appropriate to effectuate the provisions hereof.

3. (a) The purchase price as calculated herein (the "Purchase Price") to be paid by Purchaser to Seller on the date (the "Closing Date") of closing and delivery of the deed at financial closing for the Project, as defined below, (the "Closing") shall be based on a target, twenty (20) year pre-tax internal rate of return ("IRR") of twenty (20%) percent on the Equity Cost as defined below, it is expressly stipulated that the Option Deposits shall not be deducted from the Purchase Price to any extent or under any circumstances whatsoever. The Purchase Price shall be the greater of $31,400,000.00, or an amount calculated as the sum of (x) the product of the IRR times $1,000,000.00 and (y) $15,000,000.00. (For example, if the IRR was 20%, the Purchase Price would be calculated as follows: 20 x $1,000,000.00 + $15,000,000.00 = $35,000,000.00, which is greater than $31,400,000.00, so the Purchase Price would be equal to $35,000,000.00.) Any dispute regarding the calculation of the Purchase Price shall be submitted to arbitration at the election of either party in accordance with Paragraph 14 (j) herein.

(b) Seller and its assignee shall have the option to receive the Purchase Price, in whole or in part, in the form of a co-tenancy (the "Co-Tenancy") in the Premises, the electric generating plant and any related structures, fixtures or appurtenances which Purchaser intends to construct on the Premises (the "Project"). Seller's interest shall comprise a percentage equal to the product of (x) the quotient of the Purchase Price divided by the Equity Cost, and (y) 100. (For example, as further shown on Exhibit "F", assume the Purchase Price is $35,000,000.00 and the Equity Cost is $194,440,000.00, Seller's interest in the Co-Tenancy shall be 18%.) If Seller desires to make said election it shall do so on notice given to Purchaser on or before Closing.

(I) For purposes hereof, " Equity Cost" shall mean the amount of "committed equity" required for the Project with the assumption that the Premises will be purchased with full cash consideration at the Closing, as shown on the lender's (the "Lender's") base case pro forma

December 1, 1999	240,000.00
June 1, 2000	240,000.00
December 1, 2000	300,000.00
June 1, 2001	300,000.00
Total:	$1,440,000.00

2. If Purchaser exercises the Option in accordance with the requirements of this Agreement and the provisions set forth herein, this Agreement shall, without the necessity of execution of a further instrument, become and constitute the contract of sale between Seller and Purchaser, provided, each party shall, upon request of the other, execute and deliver such documents, instruments and other papers, without cost, as may be necessary or appropriate to effectuate the provisions hereof.

3. (a) The purchase price as calculated herein (the "Purchase Price") to be paid by Purchaser to Seller on the date (the "Closing Date") of closing and delivery of the deed at financial closing for the Project, as defined below, (the "Closing") shall be based on a target, twenty (20) year pre-tax internal rate of return ("IRR") of twenty (20%) percent on the Equity Cost as defined below, it is expressly stipulated that the Option Deposits shall not be deducted from the Purchase Price to any extent or under any circumstances whatsoever. The Purchase Price shall be the greater of $31,400,000.00, or an amount calculated as the sum of (x) the product of the IRR times $1,000,000.00 and (y) $15,000,000.00. (For example, if the IRR was 20%, the Purchase Price would be calculated as follows: 20 x $1,000,000.00 + $15,000,000.00 = $35,000,000.00, which is greater than $31,400,000.00, so the Purchase Price would be equal to $35,000,000.00.) Any dispute regarding the calculation of the Purchase Price shall be submitted to arbitration at the election of either party in accordance with Paragraph 14 (j) herein.

(b) Seller and its assignee shall have the option to receive the Purchase Price, in whole or in part, in the form of a co-tenancy (the "Co-Tenancy") in the Premises, the electric generating plant and any related structures, fixtures or appurtenances which Purchaser intends to construct on the Premises (the "Project"). Seller's interest shall comprise a percentage equal to the product of (x) the quotient of the Purchase Price divided by the Equity Cost, and (y) 100. (For example, as further shown on Exhibit "F", assume the Purchase Price is $35,000,000.00 and the Equity Cost is $194,440,000.00, Seller's interest in the Co-Tenancy shall be 18%.) If Seller desires to make said election it shall do so on notice given to Purchaser on or before Closing.

(I) For purposes hereof, " Equity Cost" shall mean the amount of "committed equity" required for the Project with the assumption that the Premises will be purchased with full cash consideration at the Closing, as shown on the lender's (the "Lender's") base case pro forma